THIS IS A NEW CASE AND IS NOT TO BE FILED WITH CASE NO. 3:22-cv-00056-WHR-KLL. THIS NEEDS A NEW CASE NUMBER.

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No. of Pgs. 52

IN THE UNITED STATES DISTRICT COURT

FOR THE SOUTHERN DISTRICT OF OHIO

WESTERN DIVISION 4/21

Plaintiff,	:	
pierre rahsaan: taylor	:	Case No.
3791 State Route 63	:	Constructive/Express Trust No. 2017-CR-0566
Lebanon, Ohio 45036	:	
VS.	:	
Defendants(s) et al.	:	
State of Ohio	:	

MANDATORY JUDICIAL NOTICE

AFFIDAVIT OF FACT/JURISDICTION INVOCATION/HABEAS CORPUS

This courts common law jurisdiction is hereby invoked in accordance to rights defined and mandated in the 1802 constitution of Ohio, Article VIII, et al., Schedule 1 section 1, which plainly mandates and provides: That the right of trial by jury shall be inviolate, as it was recognized in 1802. The right to common law actions cannot be taken away by a statute, R.C.2901.03

§1 Of former suits and claims. That no evils or inconveniencies may arise, from the change of a territorial government to a permanent state government, it is declared by this convention, that all rights, suit, actions, prosecutions, claims and contracts, both as it respects individuals and bodies corporate, shall continue, as if no change had taken place in this government. (See Const. 1851, Sched 1. SC 1.)

"The inhabitants of said territory shall always be entitled to the benefit of habeas corpus, and of the right to trial by jury; of a proportionate representation of the people in the legislature, and of judicial proceedings, according to the course of the common law."

This complaint is brought by an American National, and National of Ohio, 1802, not a citizen of the State of Ohio, 1851, or a United States citizen, (Corporate Commodity) created by the Government. How am I held accountable as a corporate Commodity?

Merriam's estate, 36 NE 505, 506 22:" … the United states is to be regarded as a body politic and corporate. …It is suggested that the United Sates is to be regarded as a domestic corporation, so far as the State of New York is concerned. This contention has no support in reason or authority. … The United States is a foreign corporation in relation to a State."

The naturalization Act of 1935. More deceitful efforts to entrap American Nationals and claim that they were "US citizens" subject to the whims of the "US congress".

49 Statute 3097 Treaty Series 881 (Convention on Rights and Duties of State) December 26, 1933-enacted as a result of the bankruptcies, both national and international, by the US CONGRESS-newly redefined to operate the UNITED STATES, INC.-replaced all "statutory law" (Federal Code and State Statutes) with international law. That is, the bankrupted United States of America, Inc. continued in reorganization to function under Federal Code, but the UNITED STATES, INC. operated by the IMF operates under the Uniform Commercial Code and International Admiralty jurisdiction.

U.S. v. Anthony 24 Fed.829 (1873) "The term resident and citizen of the United States is distinguished from citizen of one of the several states, in that the former is a special class of citizen created by congress." US citizenship" was created as an excuse for the "government" to claim ownership of all the slaves supposedly freed by the civil War as chattel backing Union war debts. To this day, black Americans have only "civil rights".

U.S. v. Cruikshank, 92 U.S. 542, 23 L.Ed. 558, (1875). "There is in our political system [two governments], a government of the several [50] States, and a government of the United States. Each is distinct from the other and has citizens of its own. A person may be a citizen of the United States and of a State, and as such have different rights."

United States v. Germane, 99 U.S. 508 (1879), Norton v. Shelby County, 118 U.S. 425, 441, 6 S.Ct. 1121 (1866), etc., dating to Pope v. Commissioner, 138 F.2d 1006, 1009 (6th Cir. 1943); where the state is concerned, the most recent corresponding decision was State v. Pinckney, 276 N.W.2d 433, 436 (Iowa 1979). All these are supporting case law establishing res judicata regarding the nature of The United States (original TMO) and a State (one of "several States" of the Union) as first expressed in the Merriam's Estate case cited above.

Title 8 USC §§ 1101(a), (3), (21) and (22) and public Law, 15 U.S. Stat., Chapter 249, pps 223-224. Under Federal Code (the internal "law" of the United States of America, Inc.) there is no such thing as dual citizenship.

Title 8 USC 1101(a) (21) the birthright status of "American Nationals" is recognized. Under the statutory law of the United States of America, Inc. there is absolute distinction between "US citizens" and "American Nationals".

1818: U.S. Bevans, 16 U.S. 336. Establishes two separate jurisdictions within the United States of America: 1. The "Federal Zone" and 2. "the 50 States ", "the Constitution of the United States of America" 1871-estabilshd by the "US Congress" acting as Board of Directors to form United States of America. Inc. as a Trust Management Organization to operate both the municipal government of the United States of America (Minor) and to Administer and fulfill the National

Trust Indenture and service contracts owed to the now-50 states known as The United States of America (Major).

The act of 1871-Formally incorporated the municipal (city state) government of the District of Columbia as a separate nation operated according to its own government and code. Under statutory law of the United States of America, Inc. there is absolute distinction between "US citizens" and "American Nationals". The Clearfield Doctrine and USC Title 22: When a government operates as a commercial corporation it descends to the level of all such corporations and has no special powers or attributes.

It is only when acting as a properly formed unincorporated Body Politic that a government exercises sovereign power of any kind. Virtually all governments operating in the world today are for-profit corporations under contract to provide governmental services. The American "US (Major)" government hasn't operated as a sovereign entity since 1865. The US (Minor) government operates as a corporation.

The insular Tariff cases, US Supreme Court, 1900-1904- A series of US Supreme Court cases that resulted in allowing Congress to operate "the United States of America (Minor)"- Dc, Guam, Puerto Rico, et alia- as a separate and foreign nation state without regard for the requirements imposed by The Constitution for the United States of America (Major). From one of the cases, Downes v. Bidwell, 182 U.S. 244 (1901), I, quote Justice Marshall Harlan writing in dissent: "… two national governments, one to be maintained under the Constitution, with all its restrictions, the other to be maintained by congress outside and independently of that instrument, by exercising such powers as other nations of the earth are accustomed to…a radical and mischievous change in our system of government will result… we will, in that event, pass from the era of constitutional liberty guarded and protected by a written constitution into an era of

legislative absolutism…It will be an evil day for American liberty if the theory of a government outside the supreme law of the lands finds lodgment in our constitutional jurisprudence."

"A" "US citizen" upon leaving the District of Columbia becomes involved in "interstate Commerce", as a "resident" does not have the common-law right to travel, of a citizen of one of the several "states' This "power of congress ' to rule over the people of the district of Columbia and the Insular states was used as an excuse to impose drivers Licenses on "US citizens" living outside the confines of the United States of America (Minor) and misapplied to citizens of the United States of America (Major)- so-called "State citizens" who were entrapped into contract by a process of misadministration and legal presumption. This applies to the myriad "licenses" "codes" that have been misapplied to the American people under undisclosed, misrepresented and otherwise invalid contracts. Trading with the enemy Act, public law No. 65-91 (40 stat. L.411) October 6, 1971, defines non-combatant American Civilian Nationals and their States as "enemies" of the United States of America (Minor). This Act originally excluded citizens of the United States, but in the Act of March 9, 1933, section 2 amended this to include "any person within the United States or any place subject to the jurisdiction thereof". This has been used as a self-serving and transparent excuse to commit fraud and violence against Americans who never recognized any such "state of war" between themselves or their States and the United States of America (Minor) and who were instead already owed full fiduciary care under commercial Equity contract (The Constitution for the United States of America), reparations under the lieber code, and trusteeship from global estate trust. Minutes of Geneva convention(s), May 1930. Declares international bankruptcy via treaties between the G5 nations.

The United states of America, Inc. was Bankrupted internationally along with the Trust Management Organizations of four European nations including Great Britain, which caused a

domino effect worldwide bankruptcy. Please note that the real property assets held in perpetual trust and are required to be unaffected by the ups and downs of any Trust Management Organization charged as trustee to administer business affairs in behalf of the beneficiaries, who are the living people who inhabit the land of each country and continent. Amended charter renaming the above as the corporation Trust Company, April 15 1930.

I did not grant authorization to any elected or appointed official, corporate officer, employee, or hired contractor of the United States Inc. or UNITED STATES Inc. to represent me or my interest in any matter. I did not under any conditions of full disclosure voluntarily grant authorization allowing any trust manager or management company to operate public Trust under my individual Names, to lay claim to my private assets by presumption under color of law, to hypothecate debt based upon the value of my labor, home, land, or other resources or to otherwise impose the debts, statutes, codes, or regulations of any corporation upon me. I have been lied to, lied about, victimized, by deliberate semantic deceit, suffered extortion, armed robbery, gross fiduciary malfeasance, inland piracy, conspiracy, against my rights and material interest, suffered from self-interested non-disclosure, breach of trust, despotism, and default of commercial contract-all at the hands of trust management organizations that are obliged to function in good faith and with full fiduciary liability. (State Agents)

I pierre rahsaan house of taylor, registered owner, and 1st lien holder of the 14th amendment citizen/person TAYLOR, PIERRE TAYLOR corp sole dba PIERRE R. TAYLOR, PIERRE RAHSAAN TAYLOR did not consent to my private property 14th Amendment citizen/Person being used by the State or any of its Officials/Officers/Agents. (Identity Fraud) Upon the discovery of all this fraud, I am also demanding the constructive Trust to be dissolved. I have claimed my body. I am competent and am collapsing the Trust, the State or any of its Officials/Officers/Agents,

Administered, they have committed fraud against all laws, Constructive trust 2017-CR-0566 is dismissed and discharged, the charges are withdrawn. See Notary Public Certifies the Non-Response, Non-Performance and Stipulation to the facts filed in Civil Case No. 3:22-cv-56.

Fraudulent concealment, unjust enrichment, fraudulent misrepresentation, Constructive fraud based on semantic deceit and identity fraud by misrepresenting me as a U.S. Citizen/Person, being carried out by private for-profit, largely foreign corporations by corporate agents operating on American soil under charters and treaty arrangements that they have abundantly and criminally violated.

The entire Ohio revised code falls under Title XIII (13) Commercial Transactions [The Uniform Commercial Code, same in all 50 States and Federal government.]

All statutes of a permanent and general nature of the state as revised and consolidated into general provisions, titles, chapters, and sections shall be known and designated as the "Revised Code," for which designation "R.C." may be substituted. Except as otherwise provided in section 1301.107 of the Revised Code, Title, Chapter, and section headings and marginal General Code section numbers do not constitute any part of the law as contained in the "Revised Code."

The enactment of the Revised Code shall not be construed to affect a right or liability accrued or incurred under any section of the General Code prior to the effective date of such enactment, or an action or proceeding for the enforcement of such right or liability.

§ 2901.03 Common law offenses abrogated.

(A) No conduct constitutes a criminal offense against the state unless it is defined as an offense in the Revised Code.

(B) An offense is defined when one or more sections of the Revised Code state a positive prohibition or enjoin a specific duty, and provide a penalty for violation of such prohibition or failure to meet such duty.

§ 1301.302 Variation by agreement [UCC 1-302].

(A) Except as otherwise provided in division (B) of this section or elsewhere in Chapter 1301., 1303., 1304., 1305., 1307., 1308., 1309., or 1310. of the Revised Code, the effect of provisions of Chapters 1301., 1303., 1304., 1305., 1307., 1308., 1309., and 1310. of the Revised Code may be varied by agreement.

(B) The obligations of good faith, diligence, reasonableness, and care prescribed by Chapter 1301., 1302., 1303., 1304., 1305., 1307., 1308., 1309., or 1310. of the Revised Code may not be disclaimed by agreement. The parties, by agreement, may determine the standards by which the performance of those obligations is to be measured if those standards are not manifestly unreasonable. Whenever Chapter 1301., 1302., 1303., 1304., 1305., 1307., 1308., 1309., or 1310. of the Revised Code requires an action to be taken within a reasonable time, a time that is not manifestly unreasonable may be fixed by agreement.

(C) The presence in certain provisions of Chapter 1301., 1302., 1303., 1304., 1305., 1307., 1308., 1309., or 1310. of the Revised Code of the phrase "unless otherwise agreed", or words of similar import, does not imply that the effect of other provisions may not be varied by agreement under this section.

§ 1301.107 Section captions [UCC 1-107].

Section captions are part of Chapters 1301. and 1307. of the Revised Code.

[Section captions are that which defines prohibitions or failures to meet duties defined in statutes. (emphasis added.)

§ 1301.201 General definitions [UCC 1-201].

(1) "Action", in the sense of a judicial proceeding, includes recoupment, counterclaim, set-off, suit in equity, and any other proceeding in which rights are determined.

(An Administrative Trust Proceeding, STATE OF OHIO v. An Expressed/Constructive Trust

PIERRE R. TAYLOR)

(10) "Conspicuous", with reference to a term, means so written, displayed, or presented that a reasonable person against which it is to operate ought to have noticed it. Whether a term is "conspicuous" or not is for decision by the court. Conspicuous terms include the following:

(a) A heading in capitals equal to or greater in size than the surrounding text, or in contrasting type, font, or color to the surrounding text of the same or lesser size; and

(b) Language in the body of a record or display in larger type than the surrounding text, or in contrasting type, font, or color to the surrounding text of the same size, or set off from surrounding text of the same size by symbols or other marks that call attention to the language.

(Conspicuous Statement, STATE OF OHIO, PIERRE R. TAYLOR)

(14) "Defendant" includes a person in the position of defendant in a counterclaim, cross-claim, or third-party claim.

(Third Party Claimant, PIERRE R. TAYLOR, Trustee to the Expressed/Constructive Trust)

(3) "Agreement", as distinguished from "contract", means the bargain of the parties in fact, as

found in their language or inferred from other circumstances, including course of performance, course of dealing, or usage of trade as provided in section 1301.303 of the Revised Code.

§ 1301.303 Course of performance, course of dealing, and usage of trade [UCC 1-303].

(A) A "course of performance" is a sequence of conduct between the parties to a particular transaction that exists if:

(1) The agreement of the parties with respect to the transaction involves repeated occasions for performance by a party; and

(2) The other party, with knowledge of the nature of the performance and opportunity for objection to it, accepts the performance or acquiesces in it without objection.

Let it be known a person is not a living Man or women.

(27) "Person" means an individual, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, government, governmental subdivision, agency, or instrumentality, public corporation, or any other legal or commercial entity.

Rule 17. Parties plaintiff and defendant; Capacity

(A) Real party in interest.

Every action shall be prosecuted in the name of the real party in interest. An executor, administrator, guardian, bailee, trustee of an express trust, a party with whom or in whose name a contract has been made for the benefit of another, or a party authorized by statute may sue in his name as such representative without joining with him the party for whose benefit the action is brought. When a statute of this state so provides, an action for the use or benefit of another shall be brought in the name of this state. No action shall be dismissed on the ground that it is not prosecuted in the name of the real party in interest until a reasonable time has been allowed after objection for ratification of commencement of the action by, or joinder or substitution of, the real party in interest. Such ratification, joinder, or substitution shall have the same effect as if the action had been commenced in the name of the real party in interest.

Due to the indoctrination of the attorneys, I was misled into representing the defendant, who I am not, nor have I agreed to being brought into any action as a trustee of an expressed/constructive trust for the benefit of the STATE OF OHIO.

Social Security Act, 1935. Contrives under conditions of conceit and non-disclosure to register everyone applying for any job, public or private, and to conscript them under these conditions to

act as unpaid "voluntary" Withholding Agents in behalf of the Puerto Rican Estate Trust set up "in their names".

Alien Registration Act, 1940- mandated registration of the names of all living Americans to create estate trusts operating under their names in foreign maritime and admiralty jurisdiction.

Buck Act, 1940 – "enfranchised" the ESTATES of American Nationals as "dual Citizens" of the United States of America, and States the United States of America (Minor) ---and their respective franchises of the UNITED STATES, INC. operated as "STATES of States" (See UCC 1-207 Definitions) allowed this "enfranchisement" to stand as an excuse for claims of ownership and controlling interest in the assets of the individual ESTATE trusts---including the living men and women as slaves, and their private property as chattels still presumed to be "surety" for the debts of the United States of America, INC. owed for the governmental services performed by the UNITED STATES, INC.

The Bretton Woods Accords, Inclusive, 1944, succeeded until 1971 in partial restoration of the Gold and Silver Standard, and as a secondary result, ceded control of all the agencies, assets, departments, logos, symbols, etc. to the UNITED NATIONS and its International Monetary Fund (IMF) agency merely doing business as the UNITED STATES. ALL STATE OF OHIO offices are in fact UN corporate offices.

Hooven & Allison Vs. Evatt, 65 SCt.870, 880,321 U.S. 652,89 L.Ed.12,52 (1945) conclusively affirmed that there are two (2) distinctly different United States with TWO OPPOSITE FORMS OF GOVERNMENTS.

Administrative Procedures Act (1946) provides statutory admission that the ESTATES of American Nationals are the priority creditors of the United States of America, INC. and provides

that American Nationals deemed to be civil executors and "federal contracting officers" administering their own ESTATES are enabled to bring administrative claims against the United States of America, INC. assets and also against the UNITED STATES. This is where we got two court systems with differently styled names— "The US District Court" and "The US DISTRICT COURT" for example. This was the remedy offered to the victims of the first fraud for the second fraud carried out against them by the UNITED NATIONS and the US Bankruptcy Trustee, when they rolled the assets of the individual foreign situs trusts into Roman Inferior ESTATE trusts. Like the first remedy, this second remedy was never delivered to the people. The perpetrator banking cartels which were by now funding both the Courts and COURTS simply ordered their employees not to recognize the identities and standing of the American National, conveniently laying claim to their ESTATES without providing remedy to them for the theft of controlling interest in their assets and misappropriation of their good faith and credit.

MILOSZEWSKI v. SEARS ROSEBUCK, 346 F.supp. 119 (1972) (2).

[Outside of constitutional authority is 100% private authority – NO lawful authority. 18 USC 2381-85 Treason – Sedition.] OPINION, FOX, Chief Judge (U.S. District Court of Michigan):" A mere statement of this fact may not seem very significant; corporations, after all, are not supposed to exercise the governmental powers which the Bill of rights was concerned. But this has been radically changed by the emergence of the public-private state. Today private institutions do exercise governmental power; more, indeed, than 'government itself.... We have two governments in America, then-one under the constitution and a much greater one not under the Constitution, in short, the inapplicability of our Bill of right is one of the crucial facts of American life today. "In fact, American Nationals are owed the Bill of rights as they always have been. "US citizens" are not owed the Bill of rights. The problem is that we have all been self-

interestedly mis-identified as "US citizens"- a crime known as "personage" carried out against us by individuals and corporations in our employment and under contract to provide governmental services.

Foreign sovereign Immunity Act., 1976. This releases all "STATE" laws and statutes to international jurisdiction, specifically to the Uniform Commercial Code with addendums and labels it as "Statutes" but these have no actual enabling clause.

Title 28 USC, Chapter 11, all public officials designated foreign agents.

22 CFR 92, 12-92.31 "Foreign Relationship" requires an oath of office, and Title 8 USC 1481 states that once an oath of office is taken, citizenship is relinquished. As a result, when American Nationals are arbitrarily defined as "US citizens" and harassed by Contracting agents of the United States of America (Minor) and the UNITED STATES, INC. into acting as "Withholding Agents", "Federal Contracting Agents", or members of the Armed Forces, or as Federal Employees of any stamp, they temporarily and for as long as they continue to act "in office" lose the protections and benefits of their birthright citizenship. This "Presumption of Employment" is often used by the corporate administrative tribunals to defraud and abuse American Nationals who are owed all the protections of The Constitution for The United States of America and the United Nations Declaration of Human Rights and also good faith service under contract.

Title 28 USC 3002, Section 15(A), "United States" is a Federal Corporation, not a government, including the judicial Procedural Section.

Title 28 USC, Chapter 176, Federal Debt Collection Procedure- Places all courts formerly operated by the United States of America, Inc. in equity and commerce venues under the

International Monetary Fund, that is, in receivership and acting as corporate tribunals of the IMF, including "STATE" franchise courts.

UNITED STATES is a commercial corporation chartered in France by the International Monetary Fund, an agency of the UNITED NATIONS chartered by the Vatican.

8 USCS § 1101. Definitions

(a) As used in this Act—

(36) The term "State" includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

(38) The term "United States," except as otherwise specifically herein provided, when used in a geographical sense, means the continental United States, Alaska, Hawaii, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

This is Fraudulent concealment, unjust enrichment, fraudulent misrepresentation, Constructive fraud based on semantic deceit and identity fraud by misrepresenting me as a U.S. Citizen/Person, being carried out by private for-profit, largely foreign corporations by corporate agents operating on American soil under charters and treaty arrangements that they have abundantly and criminally violated.

All valid contracts must be "in-kind". Corporations can contract only with corporations. Living people can only contract with living people. The proliferation of "Trust" has been used as a vehicle – literally creating a "commercial vessel" capable of interfacing with corporations and entering into corporate contracts. The creation of these "individual public trust" and their supposed obligations has been without knowledge, consent, or participation of the living people merely upon the "representation" made "in their behalf" by third parties claiming to "represent" them, "lawyers", State actors/corporate agents of the state. Note that even the original equity contract known as The constitution for the United States of America is between the States and the

government being created by contract to provide the states with services-not the living people. We, the people, are only mentioned as the beneficiaries of the natural and unalienable rights that are assets held in national trust and further outlined and defined by the Bill of Rights we are not parties to this or any other governmental services contracts. Therefore, the State or any of its Officials/Officers/Agents who claimed to represent the "United States Citizen/Person" not me the living man, has taken a seat as the officers of the foreign franchise for-profit "STATE" corporation, and their duty is to the corporation and the state not the living man, "under the color of law".

When the birth certificate was created, there was a legal estate created under probate law. The word 'estate' comes from the word 'status' it means what is your status. How you hold your estate determines your status. Probate law comes from ecclesiastical law. Ecclesiastical law comes from canon law. Then there's admiralty/maritime law, which also comes from ecclesiastical law. All so-called criminal cases are civil they're - not criminal. There's no corpus delicti because there is no common law. That's why there is never an injured party, that's why the case always is "STATE OF OHIO v. DEFENDANT". The reason this is done is because of the presumption the estate has been abandoned, due to lack of knowledge on behalf of the people and fraudulent concealment on behalf of attorneys, judge's, prosecutors, state officers, agents and officials. The estate is the all capital letter name created on the birth certificate, this is the legal estate. There is a presumption the estate has been abandoned, by abandoned meaning there is no heir or beneficiary to the estate. For verification see Title 5, section 5565, go into 20 CFR, section 404.

5565. Agency review

(a) When an employee has been in a missing status almost 12 months and no official report of his death or the circumstances of his continued absence has been received by the head of the agency concerned, he shall have the case fully reviewed. After that review and the end of 12 months in a

missing status, or after any later review which shall be made when warranted by information received or other circumstances, the head of the agency concerned or his designee may—

(1) direct the continuance of his missing status, if there is a reasonable presumption that the employee is alive; or

(2) make a finding of death.

(b) When a finding of death is made under subsection (a) of this section, it shall include the date death is presumed to have occurred for the purpose of the ending of crediting pay and allowances and settlement of accounts. That date is—

(1) the day after the day on which the 12 months in a missing status ends; or

(2) a day determined by the head of the agency concerned or his designee when the missing status has been continued under subsection (a) of this section.

(c) For the purpose of determining status under this section, a dependent of an employee in active service is deemed an employee. A determination under this section made by the head of the agency concerned or his designee is conclusive on all other agencies of the United States. This section does not entitle a dependent to pay, allowances, or other compensation to which he is not otherwise entitled.

It tells you any agent of any agency of the government can issue a presumptive death certificate. This originally came from the Cestui que Vie Act of 1666. It says that if you were lost at sea for more than seven years, the presumption is that your dead. That's why the presumptive death certificate is issued. The presumption is that your legally dead. When you go into court, they use the all-capital-letter-name, or they use the surname that's why they passed the dead man's statutes in every state. You could not come into court and testify on behalf of a dead person. They did away with the dead man's statutes but they incorporated them into Rule 601-competency to testify, that's your Federal Rules of Evidence. A dead person cannot come into court and testify, attorneys testify on behalf of dead persons, corporations. The all capital name is a dead person. Any US corporation, company or association that's bankrupt is civilly dead, and they are legally dead. So, the United states has been bankrupt and insolvent. Insolvent means they no longer pay their debts in the ordinary course of business. Bankrupt comes from the word 'broke', which is where the word 'broker' comes from. Broke comes from bank rupt. When a

person is broke they're bankrupt – those two words are synonyms for each other. And, anybody who's bankrupt or broke is civilly dead, and anybody who is civilly dead is legally dead, or naturally dead. That's why when you go into Title 26, and you look at chapter 11 and 12, which deals with gift and estate taxes, it always refers to a decedent, which is a dead person. Like in 2032 (a) it talks about an alternate valuation. At the time of the decedents death, at the time his property was probated, or six months after or before his death. Those are called alternate valuations, but they always refer to a dead person. (Take note a person is not a living man or women. In title 26 Sec. 7701 "united states person includes an individual, a corporation, a trust and 8 USCS § 1101. Definitions (3) The term "person" means an individual or an organization, § 1301.201 General definitions [UCC 1-201] (27) "Person" means an individual, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, government, governmental subdivision, agency, or instrumentality, public corporation, or any other legal or commercial entity.) None the less, if you go into Title 26, section 303, it talks about a dead person – a decedent.

§ 303. Distributions in redemption of stock to pay death taxes.

(b) Limitations on application of subsection (a).

(1) Period for distribution. Subsection (a) shall apply only to amounts distributed after the death of the decedent and—

Now, if you go into Title 31, section 3128, this applies to a dead person. It talks about amounts distributed upon the death of the decedent.

§ 3128. Proof of death to support payment

A finding of death made by an officer or employee of the United States Government authorized by law to make the finding is sufficient proof of death to allow credit in the accounts of a Federal reserve bank or accountable official of the Department of the Treasury in a case involving the transfer, exchange, reissue, redemption, or payment of obligations of the Government, including obligations guaranteed by the Government for which the Secretary of the Treasury acts as transfer agent.

Title 26, § 303. (2) Relationship of stock to decedent's estate.

(A) In general. Subsection (a) shall apply to a distribution by a corporation only if the value (for Federal estate tax purposes) of all of the stock of such corporation which is included in determining the value of the decedent's gross estate exceeds 35 percent of the excess of—

This is talking about a dead person.

(i) the value of the gross estate of such decedent, over

(ii) the sum of the amounts allowable as a deduction under section 2053 or 2054 [26 USCS § 2053 or 2054].

Anything over 35 percent of the gross value of the estate can be a deduction. There is a unified tax credit of 3 million 500 thousand dollars, everything deducted off that, falls under 2053 and 2054. All liabilities, obligations, court cost, legal fees and bonds can be deducted out of that. I am the executor of the estate of the decedent, the living litigee, the heir, the beneficiary, of the constituent member of the posterity of the United States. I have a credit in the Federal reserve bank in St. Louis, MO 63106, account # ****8936.

Title 26 Estate and Gift Taxes chapter 11 is an Estate and Gift tax and chapter 12 is a gift tax.

Title 26, § 2203. Definition of executor.

The term "executor" wherever it is used in this title in connection with the estate tax imposed by this chapter [26 USCS §§ 2001 et seq.] means the executor or administrator of the decedent, or, if there is no executor or administrator appointed, qualified, and acting within the United States, then any person in actual or constructive possession of any property of the decedent.

Every court has an administrator in it, because the administrator assumes the role of the executor, due to the assumption there is no beneficiary, because of the belief the estate has been abandoned, due to presumption of death. The doctrine of escheat, whenever there's no beneficiary or heir of the decedent's estate, it escheats back to the state. Then the state becomes a qualified heir. This is why the state never puts the bond up. The bond is in the form of bail money, attorney fees, and court cost. They have to have a bond due to the tax.

26 USCS § 2032A (e)(11) Bond in lieu of personal liability. If the qualified heir makes written application to the Secretary for determination of the maximum amount of the additional tax which may be imposed by subsection (c) with respect to the qualified heir's interest, the Secretary (as soon as possible, and in any event within 1 year after the making of such application) shall notify the heir of such maximum amount. The qualified heir, on furnishing a bond in such amount and for such period as may be required, shall be discharged from personal liability for any additional tax imposed by subsection (c) and shall be entitled to a receipt or writing showing such discharge.

The qualified heir is any person who receives property from a decedent.

26 USCS § 1014 (b) Property acquired from the decedent. For purposes of subsection (a), the following property shall be considered to have been acquired from or to have passed from the decedent:
(1) Property acquired by bequest, devise, or inheritance, or by the decedent's estate from the decedent;
(2) Property transferred by the decedent during his lifetime in trust to pay the income for life to or on the order or direction of the decedent, with the right reserved to the decedent at all times before his death to revoke the trust;
(3) In the case of decedents dying after December 31, 1951, property transferred by the decedent during his lifetime in trust to pay the income for life to or on the order or direction of the decedent with the right reserved to the decedent at all times before his death to make any change in the enjoyment thereof through the exercise of a power to alter, amend, or terminate the trust;
(4) Property passing without full and adequate consideration under a general power of appointment exercised by the decedent by will;
(5) In the case of decedents dying after August 26, 1937, and before January 1, 2005, property acquired by bequest, devise, or inheritance or by the decedent's estate from the decedent, if the property consists of stock or securities of a foreign corporation, which with respect to its taxable year next preceding the date of the decedent's death was, under the law applicable to such year, a foreign personal holding company. In such case, the basis shall be the fair market value of such property at the date of the decedent's death or the basis in the hands of the decedent, whichever is lower;
(6) In the case of decedents dying after December 31, 1947, property which represents the surviving spouse's one-half share of community property held by the decedent and the surviving spouse under the community property laws of any State, or possession of the United States or any foreign country, if at least one-half of the whole of the community interest in such property was includible in determining the value of the decedent's gross estate under chapter 11 of subtitle B (section 2001 and following, relating to estate tax) or section 811 of the Internal Revenue Code of 1939;
(7), (8) [Deleted]
(9) In the case of decedents dying after December 31, 1953, property acquired from the decedent by reason of death, form of ownership, or other conditions (including property acquired through the exercise or non-exercise of a power of appointment), if by reason thereof the property is required to be included in determining the value of the decedent's gross estate under chapter 11 of subtitle B [26 USCS §§ 2001 et seq.] or under the Internal Revenue Code of 1939. In such case, if the property is acquired before the death of the decedent, the basis shall be the amount

determined under subsection (a) reduced by the amount allowed to the taxpayer as deductions in computing taxable income under this subtitle [26 USCS §§ 1 et seq.] or prior income tax laws for exhaustion, wear and tear, obsolescence, amortization, and depletion on such property before the death of the decedent. Such basis shall be applicable to the property commencing on the death of the decedent. This paragraph shall not apply to—
(A) annuities described in section 72 [26 USCS § 72];
(B) property to which paragraph (5) would apply if the property had been acquired by bequest; and
(C) property described in any other paragraph of this subsection.
(10) Property includible in the gross estate of the decedent under section 2044 [26 USCS § 2044] (relating to certain property for which marital deduction was previously allowed). In any such case, the last 3 sentences of paragraph (9) shall apply as if such property were described in the first sentence of paragraph (9).

When a bond is posted in a court case, the court receives property. They have to have a receipt for the posting of the bond.

§ 2032A. (e) (11) Bond in lieu of personal liability. If the qualified heir makes written application to the Secretary for determination of the maximum amount of the additional tax which may be imposed by subsection (c) with respect to the qualified heir's interest, the Secretary (as soon as possible, and in any event within 1 year after the making of such application) shall notify the heir of such maximum amount. The qualified heir, on furnishing a bond in such amount and for such period as may be required, shall be discharged from personal liability for any additional tax imposed by subsection (c) and shall be entitled to a receipt or writing showing such discharge.

Where is the receipt? I am a creditor not a debtor, a living Man not a decedent, Citizen or a Person. I want to see the receipt for the bond for the inheritance tax, in the United States it is called a capital transfer tax. The State is liable for the tax.

§ 2612. Taxable termination; taxable distribution; direct skip.
(a) Taxable termination.

(1) General rule. For purposes of this chapter [26 USCS §§ 2601 et seq.], the term "taxable termination" means the termination (by death, lapse of time, release of power, or otherwise) of an interest in property held in a trust…

My interest in the case was terminated by the fraud of the state, "taxable termination".

(b) Taxable distribution. For purposes of this chapter [26 USCS §§ 2601 et seq.], the term "taxable distribution" means any distribution from a trust to a skip person (other than a taxable termination or a direct skip).

A skip person is what a trust is called. A non-skip person is a not a trust. A skip person is a trust fund. You have a taxable termination, a taxable distribution, and a direct skip. The term direct skip means:

(c) Direct skip. For purposes of this chapter [26 USCS §§ 2601 et seq.]—

(1) In general. The term "direct skip" means a transfer subject to a tax imposed by chapter 11 or 12 [26 USCS §§ 2001 et seq. or 2501 et seq.] of an interest in property to a skip person.

The term direct skip means a transfer subject to a tax imposed by chapter 11 or 12 of an interest in property to a skip person.

§ 2613. Skip person and non-skip person defined.

(a) Skip person. For purposes of this chapter [26 USCS §§ 2601 et seq.], the term "skip person" means—

(2) a trust—

A skip person is a trust.

§ 2613. (b) Non-skip person. For purposes of this chapter [26 USCS §§ 2601 et seq.], the term "non-skip person" means any person who is not a skip person.

A non-skip person is any person who is not a trust, I'm not a person and I for sure am not a trust. The state could not make that distribution or that taxable termination and they are liable for the tax since they did.

§ 2603. Liability for tax.

(a) Personal liability.

(1) Taxable distributions. In the case of a taxable distribution, the tax imposed by section 2601 [26 USCS § 2601] shall be paid by the transferee.

2601 is the gift tax. The gift tax shall be paid by the trustee.

(2) Taxable termination. In the case of a taxable termination or a direct skip from a trust, the tax shall be paid by the trustee.

In all court cases a trustee is appointed. According to Section 3 of Article XIV of the Constitution of the United States of America- the Federal Reserve Corporation dba United States of America, Inc., By Laws – all public employees are trustees. The judge acts as the administrator/trustee.

§ 2603. Liability for tax.

(3) Direct skip. In the case of a direct skip (other than a direct skip from a trust), the tax shall be paid by the transferor.

Trustee, transferee, transferor, the judge and or the prosecutor would be liable, I did not receive any funds, they need to file a 1099-OID showing them as the recipient of the funds. All of this (2017-CR-0566) is a tax issue, criminal is civil. The Huntress case says, all taxes are revenue, and all revenue is admiralty/maritime law.

And the transferee is:

(h) Definition of transferee. As used in this section, the term "transferee" includes donee, heir, legatee, devisee, and distributee, and with respect to estate taxes, also includes any person who, under section 6324(a)(2) [26 USCS § 6324(a)(2)], is personally liable for any part of such tax.

In statutory construction and maxims of law, "includes" is a limiting term – it excludes everything else. So, this includes…. Donee, heir, legatee, devisee and distributee, and with respect to estate taxes, any person who is personally liable for any part of such tax. Under the Power of Appointment Act, a donor has to pay the taxes. If he does not pay it, the donee can be appointed to pay the tax.

§ 6324. Special liens for estate and gift taxes.

(a) Liens for estate tax. Except as otherwise provided in subsection (c)—

(2) Liability of transferees and others. If the estate tax imposed by chapter 11 [26 USCS §§ 2001 et seq.] is not paid when due, then the spouse, transferee, trustee (except the trustee of an employees' trust which meets the requirements of section 401(a) [26 USCS § 401(a)]), surviving tenant, person in possession of the property by reason of the exercise, nonexercise, or release of a power of appointment, or beneficiary, who receives, or has on the date of the decedent's death, property included in the gross estate under sections 2034 to 2042 [26 USCS §§ 2034–2042], inclusive, to the extent of the value, at the time of the decedent's death, of such property, shall be personally liable for such tax. Any part of such property transferred by (or transferred by a transferee of) such spouse, transferee, trustee, surviving tenant, person in possession, or beneficiary, to a purchaser or holder of a security interest shall be divested of the lien provided in paragraph (1) **and a like lien shall then attach to all the property of such spouse, transferee, trustee, surviving tenant, person in possession, or beneficiary, or transferee of any such person, except any part transferred to a purchaser or a holder of a security interest.**

A lien needs to be placed on the transferee because he has not paid the tax. Therefore, I need to see the receipt for the bond for the tax liability.

1099-C Instructions:

Federal government agency, including a department, an agency, a court, or administrative office.

No judicial courts, nor judges, have existed in America since 1789. Executive Administrators, not judges enforce Statutes and Codes.

FRC v. GE, 281 US 464, Keller v. PE, 261 US 429, 1 Stat. 138-178. See also the 11th Amendment. This was the abolishment of all inferior courts to hear cases of law or equity (this means that all courts below the "one supreme courts", not the U.S. Supreme Court.

The "JUDGES" and or the "PROSECUTOR" need to turn over the receipt.

26 USCS § 856 (e) Special rules for foreclosure property.

(1) Foreclosure property defined. For purposes of this part [26 USCS §§ 856 et seq.], the term "foreclosure property" means any real property (including interests in real property), and any personal property incident to such real property, acquired by the real estate investment trust as the result of such trust having bid in such property at foreclosure, or having otherwise reduced such property to ownership or possession by agreement or process of law, after there was default (or default was imminent) on a lease of such property or on an indebtedness which such property secured. Such term does not include property acquired by the real estate investment trust as a result of indebtedness arising from the sale or other disposition of property of the trust described

in section 1221(a)(1) [26 USCS § 1221(a)(1)] which was not originally acquired as foreclosure property.

This 9-year county obligation is payment to investors on a pooling and servicing agreement that I did not make, or am liable for.

A security is an investment contract. CFR Title 15, 77 (b) (a)(1). 77 c. classes of securities. UCC 3-305 (c).3-306 claims to an instrument. 8-102 (a)(1) adverse claim (9) financial asset and so on.

means a corporation, trust, or association—

(1) which is managed by one or more trustees or directors;

(2) the beneficial ownership of which is evidenced by transferable shares, or by transferable certificates of beneficial interest;

(3) which (but for the provisions of this part [26 USCS §§ 856 et seq.]) would be taxable as a domestic corporation;

(4) which is neither (A) a financial institution referred to in section 582(c)(2) [26 USCS § 582(c)(2)], nor (B) an insurance company to which subchapter L [26 USCS §§ 801 et seq.] applies;

(5) the beneficial ownership of which is held by 100 or more persons;

(6) subject to the provisions of subsection (k), which is not closely held (as determined under subsection (h)); and

(7) which meets the requirements of subsection (c).

In order to constitute a sale, all right, title and interest has to be transferred. This is my adverse claim. A draft is an instrument that is an order. A note is an instrument that is a promise. Under title 18 Sections 513 (A) the term security as defined in the Electronic Fund Transfer Act under 916 (c) has been amended and moved to Title 15 Sections 78 (c) Subsection 10, where it says that any currency, note, draft, bill of exchange, or banker's acceptance which has a maturity at the time of issuance of not exceeding nine months, exclusive of days of grace, or any renewal thereof the maturity of which is likewise limited is not included in this definition of security. Acceptance 4.

Black's Law Dictionary Eighth Edition a negotiable instrument, especially a bill of exchange, that has been accepted for payment.

Courts look for an acceptance under U.C.C. 3- 410 as the principal has the primary obligation to pay or discharge any instrument presented for acceptance. Since they are presenting a Bill of Exchange [indictment] for acceptance. This is called an acceptance for honor, which involves a negotiable instrument especially a bill of exchange [indictment] that has been accepted for payment. The complaint, information, or indictment is a three-party draft, commercial paper, or Bill of Exchange under Article 3 of the U.C.C. The Grand Jury Foreman is the drawer and the state is the payee and the live Man is the payer, what is done in the court room is all commercial, this is in conformity to Title 27 CFR. (a) Presentment for acceptance is necessary to change the drawer and endorsers of a draft where the draft so provides, or is payable elsewhere than at the residence or place of business of the drawer, or its date of payment depends upon such presentment. The holder may at his option present for acceptance any other draft payable at a stated date; (b) Presentment for payment is necessary to charge any endorser; (c) in the case of any drawer; the acceptor of a draft payable at a bank or the maker of a note payable at a bank, presentment for payment is necessary, but failure to make presentment discharges such drawer, acceptor or maker only as stated in section 3-502 (1)(B). If you don't accept the charge or presentment you are in dishonor for non-acceptance under 3-505 of U.C.C. (c) and 3-501 (2) (a), (b). Acceptance is the drawers signed engagement to honor the draft as presented. It must be written on the draft, and may consist of his signature alone. It becomes operative when completed by delivery or notification 3-410 of U.C.C. By legal definition, all of your federal and state "Statutes" are bonds or obligations of record and represented in the court room by the Recognizance Bond. Which is a Bond or record or obligation for payment of debt.

26 USCS § 856 (c) Limitations. A corporation, trust, or association shall not be considered a real estate investment trust for any taxable year unless—

(1) it files with its return for the taxable year an election to be a real estate investment trust or has made such election for a previous taxable year, and such election has not been terminated or revoked under subsection (g);

(2) at least 95 percent (90 percent for taxable years beginning before January 1, 1980) of its gross income (excluding gross income from prohibited transactions) is derived from—

(A) dividends;

95% of gross income has to be derived from dividends, interest and rents from real property

(living Man) to qualify as a real estate investment trust. If there was no money transferred to the

trust, the state cannot qualify as a real estate investment trust.

26 USCS § 856 © Limitations. A corporation, trust, or association shall not be considered a real estate investment trust for any taxable year unless—

(1) it files with its return for the taxable year an election to be a real estate investment trust or has made such election for a previous taxable year, and such election has not been terminated or revoked under subsection (g);

The State or any of its Officials/Officers/Agents haven't transferred any funds; they haven't filed

any return because they haven't the return to make an election to be a real estate investment trust.

They are sitting on contraband; on which they haven't paid the tax. When a note is deposited in a

demand-deposit account it is an asset.

Title 12, Chapter 13, USCS § 1813
(1) Deposit. The term "deposit" means—
(1) the unpaid balance of money or its equivalent received or held by a bank or savings association in the usual course of business and for which it has given or is obligated to give credit, either conditionally or unconditionally, to a commercial, checking, savings, time, or thrift account, or which is evidenced by its certificate of deposit, thrift certificate, investment certificate, certificate of indebtedness, or other similar name, or a check or draft drawn against a deposit account and certified by the bank or savings association, or a letter of credit or a traveler's check on which the bank or savings association is primarily liable: Provided , That, without limiting the generality of the term "money or its equivalent", any such account or instrument must be regarded as evidencing the receipt of the equivalent of money when credited or issued in exchange for checks or drafts or for a promissory note upon which the person obtaining any such credit or instrument is primarily or secondarily liable, or for a charge against

a deposit account, or in settlement of checks, drafts, or other instruments forwarded to such bank or savings association for collection.

Statement of Fiscal Accounting Standard, Page 3 – foot note 1: Consistent with common usage, cash includes not only currency on hand but demand deposits with banks or other financial institutions. Cash also includes other kinds of accounts that have the general characteristics of demand deposits in that the customer may deposit additional funds at any time and also effectively may withdraw funds at any time without prior notice or penalty. All charges and credits to those accounts are cash receipts or payments to both the entity owning the account and the bank holding it. For example, a bank's granting of a loan by crediting the proceeds to a customer's demand deposit account is a cash payment by the bank and a cash receipt of the customer when the entry is made.

Where is the receipt? The State and or this court needs to file a form 8300, dishonest activity form.

§ 3-104. NEGOTIABLE INSTRUMENT

(d) A promise or order other than a check is not an instrument if, at the time it is issued or first comes into possession of a holder, it contains a conspicuous statement, however expressed, to the effect that the promise or order is not negotiable or is not an instrument governed by this Article.

The complaint, information and indictment is a three party draft, commercial paper, bill of exchange under Article 3 of the U.C.C. "Federal" Judges have issued standing orders to "invest" all court cases through the court registry Investment system (CRIS) to deposit them as securities into the Federal Reserve Bank in Dallas Texas, every such court case is assigned a US Treasury Public Debt Number- a Docket Number in "state" courts and a Case Number in "US DISTRICT COURTS". This makes every court case a financial transaction and "securitizes" it. After the Public Debt Number is issued, which converts the court case into a counterfeit obligation under 18 USC 472, et seq. 473, 474, the court administrator again counterfeits the same debt obligation by adding a CUSIP number to the "instrument", one counterfeit obligation benefits the federal Reserve, the second one benefits the IMS. The court administrators work for the banks, not any "court System". The "Court Administrators" working for the banks has converted every court case into a banking financial securities instrument - which puts the court itself into the position

of being "creditor" and both the plaintiff and the defendant are cast into the role of "debtors". The assumed criminal case is a security. The complaint, information, indictment and nine-year sentence, county obligation "ORDER" with a maturity of more than nine months is treated as a liability instrument.

(e) An instrument is a "note" if it is a promise and is a "draft" if it is an order.

§ 3-103. DEFINITIONS
(a)(8) "Order" means a written instruction to pay money signed by the person giving the instruction.

U.S. courts are buying up the state court default judgments, when you refuse to pay or dishonor the debt. Contractors and insurance companies are bidding on the default judgments with a Bid Bond, then a Reinsurance Company comes in and purchases a Performance Bond as a surety for the Bid Bond; The Performance Bond is then underwritten by a payment Bond, this is usually done by an investment company or investment banker. When these Bonds are pooled they become mortgaged backed securities or surety bonds. They are then put on bond market through TBA [The Bond Association]. These bonds are also sold as investment securities through brokerage houses or insurance companies. All of the Performance Bonds are regulated and controlled by FAR [Federal Acquisition Regulation] which is under [48 CFR] 28. 202-1 and 53.228 (h). These bonds are being used in cases where it is desired to cover the excess of a Direct Writing Companies under writing limitation by reinsurance instead of co-insurance on Miller Act Performance Bonds running to the United States. The Miller Act is found in Title 40 U.S.C.A. section 270 a-270d-1 and is Federal Law requiring the posting of Performance Bonds before an award is made for a contract for construction, alteration, or repair of public work building. The surety company issuing these bonds must be listed as a qualified surety on the Treasury List, which the U.S. Department

of the Treasury issues each year. The Prisons are repository institutions or facilities for securities [prisoners] as collateral for the public and National debt. The prisoners represent asset or repository money for the Bid, Performance and Payment Bonds. The prisons are referred to as credit facilities, institutions or repositories. They function essentially the same way that a Depository Bank does under 17 CFR section 450. The prisons are acting in capacity of a fiduciary or custodian over Government Securities or otherwise for the account of a customer, and that are not Government Securities Bankers or Dealers, as defined in sections 3 (a) (44) of the Securities Exchange Act of 1934 15 U.S.C. 78 c (a) (43) – (44). The regulations in subchapter B are promulgated by the Assistant Secretary (Domestic Finance) pursuant to a delegation of authority from the Secretary of Treasury. The office responsible for the regulations is the office of the commissioner, bureau of the Public Debt. Sureties and Surety Bonds are covered in Title 31 sections 9301-9309. The Bid, Performance and Payment Bonds fall in the category of Surety Bonds under these provisions. Under section 9303 Government Obligations may be substituted for Surety Bonds. Government obligations are defined as public debt obligations of the United States Government and an obligation whose principal and interest is unconditionally guaranteed by the Government. The Bid, Performance and Payment Bonds in addition to being sold on the commodities and securities exchange as pooled mortgaged backed securities are cleared for settlement through the FICC [Fixed Income Clearing Corporation]., who is the holder until the bonds are sold, also being pledged as collateral for funds and a line of credit at the discount window of the open-market trading desk of Freddie Mac, Fannie Mae, Sally Mae and Ginnie Mae or your local Federal Reserve Bank. These types of assets are most commonly pledged to secure discount window advances. The Federal Reserve System Discount Window Collateral Margins Table includes valuation margins for the most commonly pledged to secure asset types. Assets accepted as collateral are assigned a

lendable value [market or face value multiplied by the margin] deemed appropriate by the Federal Reserve Bank. The treasury Department issues certificates of authority to insurance companies who submit a financial statement to the department of the Treasury. The reinsurance companies' limitation on liability is determined and predicated on 10% of the policy holders' surplus retained by earnings from capital surplus. The published underwriting limitations is on a per bond basis but does not limit the amount of a bond that a company may write. Companies are allowed to write bonds with a Penal Sum over their underwriting limitations as long as they protect the excess amount with reinsurance, coinsurance or other methods as specified in treasury circular 297, Revised September 1,1978 [31 CFR 223. 10-11.]. Treasury refers to a bond of this type as an Excess Risk. When Excess Risks on bonds in favor of the United States are protected by reinsurance, such reinsurance is to be effected by use of a Federal Reinsurance form to be filed with the bond or within 45 days thereafter.

The complaint, information and indictment is a three party draft, commercial paper, bill of exchange, not a liability instrument.

§ 3-407. ALTERATION
(a) "Alteration" means (i) an unauthorized change in an instrument that purports to modify in any respect the obligation of a party, or (ii) an unauthorized addition of words or numbers or other change to an incomplete instrument relating to the obligation of a party.

The assumed liability instrument was changed to a draft.

(b) Except as provided in subsection (c), an alteration fraudulently made discharges a party whose obligation is affected by the alteration unless that party assents or is precluded from asserting the alteration. No other alteration discharges a party, and the instrument may be enforced according to its original terms.

That would discharge me from the debt, obligation, 9-year sentence. This would also be fraud for me to be doing time for a debt, I do not owe and that was already paid. A criminal venue is nothing more than a civil case seeking payment of a debt. A criminal matter in a court is a commercial draft, an indictment is a Bill of exchange. The drawer of the bill of exchange [indictment] is the Grand Jury Foreman, the Prosecutor represents the Drawer. The grand Jury foreman is the drawer of the draft. The beneficiary is the general public at large, the corporate fiction state. The drawee is going to the bank who is going to pay the draft, the Defendant. The indictment is a [bill of exchange]. The Defendant is bank who is supposed to pay the sum due. Once the indictment is drawn up the check has already been executed. Next in the process is collection. The trial is irrelevant; the check has already been drafted on a closed account. Every statute passed by any level of this democracy government is a bond. The purpose of passing a statute is raising revenue. That's why laws are passed to raise revenue. Every statute is a bond and there is a value set on the bond. Any charge instrument is a check, because it is on the liability side. The debt side is the asset side. It's all backwards since there is no money. So every charging instrument is a credit instrument, and a credit instrument is a liability and is a sum of money due. there is no money in circulation. So every check is a charging instrument. The account is charged when the charging instrument goes to the drawee. The legal fiction, person has been charged with a violation of the corporate statutes, that has a valuation based upon the original statute and what its intent was to raise the revenue. Any charging instrument is a commercial instrument. The real purpose of the court is to collect the payment from the drawee. The court is an accounting closing house. They are there to see if the drawee is going to settle and close the Commercial Transaction which is the check that was written on the defendant. By the time a charging instrument is created in a court, the charging instrument created behind it is called a Bid Bond. And a bid Bond is the evidence of

the sum of money due on the debt of the charging instrument to settle and close the account. Every time a criminal case is started in any court a Bid Bond is already filled out. If it is a state court the Bid Bond is most likely the GSA form 24. If it is in Federal District Court, the Bid bond is going to be GSA standard form 275. It's the agreement in favor of the U.S., form 273 is a reinsurance performance bond and standard form 274 is a payment bond. The bid bond is the bond that sets the value of the draft, the amount of money they are looking for to settle and close the case. A Bid bond has already been issued when the case is lodged in the court. Its issued by the clerk to establish this.

Because each case is a security the defendants would need to file a Form 8300, under:

§ 3-104. NEGOTIABLE INSTRUMENT.

(d) A promise or order other than a check is not an instrument if, at the time it is issued or first comes into possession of a holder, it contains a conspicuous statement, however expressed, to the effect that the promise or order is not negotiable or is not an instrument governed by this Article.

and

(e) An instrument is a "note" if it is a promise and is a "draft" if it is an order. If an instrument falls within the definition of both "note" and "draft," a person entitled to enforce the instrument may treat it as either.

Because case 2017-CR-0566, has a conspicuous statement in it, the assumed judge and court administrators did not say that it was a security.

15 USCS § 77b Definitions promotion of efficiency, competition, and capital formation

(a) Definitions. When used in this title [15 USCS §§ 77a et seq.] unless the context otherwise requires—

(1) The term "security" means any note, stock, treasury stock, security future, security-based swap, bond, debenture, evidence of indebtedness, certificate of interest or participation in any profit-sharing agreement, collateral-trust certificate, preorganization certificate or subscription, transferable share, investment contract, voting-trust certificate, certificate of deposit for a security, fractional undivided interest in oil, gas, or other mineral rights, any put, call, straddle, option, or privilege on any security, certificate of deposit, or group or index of securities (including any interest therein or based on the value thereof), or any put, call, straddle, option, or privilege entered

into on a national securities exchange relating to foreign currency, or, in general, any interest or instrument commonly known as a "security," or any certificate of interest or participation in, temporary or interim certificate for, receipt for, guarantee of, or warrant or right to subscribe to or purchase, any of the foregoing.

The assumed judges and court administrators are acting with a vested interest with insider knowledge and they are insider trading in complete and utter violation of the judicial canons. They cannot act without bias when the quantity and quality of their salaries, benefits, and retirement packages are sitting on the docket everyday awaiting their "investment". Rather than ruling on the merits, arguments, or even the facts, they are making financial investments in every case-future contracts, in a future they can direct. The assumed judges and court administrators are also committing Tax fraud by shifting the "debt" created by every case, and converting the case into investment securities belonging to the Dallas Federal Reserve Bank instead, which in turn shifts the money from the creditor side of the "transaction" into the pockets of the debtors. They are deceptively laundering a fraudulent debt into corporate assets belonging to the bank, and converting those assets into revenue sharing funneled back to the department of transportation (Federal Reserve) or DEPARTMENT OF TRANSPORTATION (IMF) franchises. (Money Laundering) A percentage goes into the Judge's retirement fund also administered by the Dallas Federal Reserve Bank.

The term "security" means any security future, bond, debenture, evidence of indebtedness, certificate of interest or participation in any profit-sharing agreement, collateral-trust, investment contract, certificate of deposit for a security,

§ 77c. Classes of securities under this title

(a) Exempted securities. Except as hereinafter expressly provided, the provisions of this title [15 USCS §§ 77a et seq.] shall not apply to any of the following classes of securities

(3) Any note, draft, bill of exchange, or banker's acceptance which arises out of a current transaction or the proceeds of which have been or are to be used for current transactions, and which

has a maturity at the time of issuance of not exceeding nine months, exclusive of days of grace, or any renewal thereof the maturity of which is likewise limited;

So, if it has a maturity not exceeding nine months, it's not a security, anything over nine months is a security. When the assumed judges and court administrators did not identify the case/sentence as a security, that's a conspicuous statement, that qualifies for an investigation of the 8300 form. The maxim of statutory construction… from Bouvier's Law Dictionary, 1856. Inclusio unius est exclusion alterious. The inclusion of one is the exclusion of another. 11co.58. The 9-year county obligation/case is a security and investment contract; it has a maturity of more than nine months.

§ 433.2 Preservation of consumers' claims and defenses, unfair or deceptive acts or practices.
In connection with any sale or lease of goods or services to consumers, in or affecting commerce as "commerce" is defined in the Federal Trade Commission Act, it is an unfair or deceptive act or practice within the meaning of section 5 of that Act for a seller, directly or indirectly, to:

(a) Take or receive a consumer credit contract which fails to contain the following provision in at least ten point, bold face, type:

NOTICE
ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

or,

(b) Accept, as full or partial payment for such sale or lease, the proceeds of any purchase money loan (as purchase money loan is defined herein), unless any consumer credit contract made in connection with such purchase money loan contains the following provision in at least ten point, bold face, type:

NOTICE
ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

A certified copy of the indictment is received for value and... Consideration in return for value, Pursuant to 11 U.S.C.A. Section 555 of contractual rights to liquidate, or accelerate a securities contract(s) as defined in section 365 (e)(1) under the commodity Act.

Since 1933, there cannot be courts of law, and since 1966 when admiralty was combined, all papers by the court to a legal fiction defendant, are nothing more than negotiable instruments.

The assumed judges and court administrators, committing fraud and discrimination against me and interstate commerce on bonds for taxation at 10 to 5 percent to be sold within one year under consumer practice act. Any bid bonds, performance bonds, payment bonds, miller bonds, mortgaged backed bonds, and anything else that has been issued in constructive/expressed trust 2017-CR-0566, was obtained by fraud.

The courts have held: That a participant would be subject to criminal Maritime charges pursuant to Title 26 U.S.C. 6012 (1) (F) and under U.S.C. 3045, by non-government IRS agents; because in this country revenue causes had so long been as civil causes of admiralty and maritime jurisdiction. The Huntress, 12 Fed. Case 948 at 992, no. 6,914, (1840).

The cited verbiage above was not on the complaint, information, indictment, judgment entry, order or obligation. If they fail to put it on them, any alleged contract is void. Where is this verbiage on any of the above referenced commercial papers? If it is not produced, then the order and or obligation is extinguished because it voids the contract. This verbiage is a requirement on every transaction, failure to put it on them is a breach of contract.

§ 3-305. DEFENSES AND CLAIMS IN RECOUPMENT; CLAIMS IN CONSUMER TRANSACTIONS
(c) An obligor is not obliged to pay the instrument if the person seeking enforcement of the instrument does not have rights of a holder in due course and the obligor proves that the instrument is a lost or stolen instrument.

The assumed judges and court administrators can't have the rights of a holder in due course if they have failed to put that on the paper work.

§ 3-306. CLAIMS TO AN INSTRUMENT

A person taking an instrument, other than a person having rights of a holder in due course, is subject to a claim of a property or possessory right in the instrument or its proceeds, including a claim to rescind a negotiation and to recover the instrument or its proceeds. A person having rights of a holder in due course takes free of the claim to the instrument.

I have a possessory right to the proceeds.

§ 8-102. DEFINITIONS
(a) In this Article:
(1) "Adverse claim" means a claim that a claimant has a property interest in a financial asset and that it is a violation of the rights of the claimant for another person to hold, transfer, or deal with the financial asset.
(9) "Financial asset," except as otherwise provided in Section 8-103, means:
(i) a security;

I am laying claim to my financial asset/security under § 8-505.

§ 8-505. DUTY OF SECURITIES INTERMEDIARY WITH RESPECT TO PAYMENTS AND DISTRIBUTIONS
(a) A securities intermediary shall take action to obtain a payment or distribution made by the issuer of a financial asset. A securities intermediary satisfies the duty if:
(1) the securities intermediary acts with respect to the duty as agreed upon by the entitlement holder and the securities intermediary; or
(2) in the absence of agreement, the securities intermediary exercises due care in accordance with reasonable commercial standards to attempt to obtain the payment or distribution.
(b) A securities intermediary is obligated to its entitlement holder for a payment or distribution made by the issuer of a financial asset if the payment or distribution is received by the securities intermediary.

§ 8-102. DEFINITIONS
(7) "Entitlement holder" means a person identified in the records of a securities intermediary as the person having a security entitlement against the securities intermediary.

(17) "Security entitlement" means the rights and property interest of an entitlement holder with respect to a financial asset specified in Part 5.

§ 8-102. DEFINITIONS
(14) "Securities intermediary" means:
(i) a clearing corporation; or
(ii) a person, including a bank or broker, that in the ordinary course of its business maintains securities accounts for others and is acting in that capacity.

I am the entailment holder with the Broker, the judge assumed the role of Broker. Where is my security?

§ 1-206. PRESUMPTIONS

Whenever [the Uniform Commercial Code] creates a "presumption" with respect to a fact, or provides that a fact is "presumed," the trier of fact must find the existence of the fact unless and until evidence is introduced that supports a finding of its nonexistence.

When the south seceded from the Union in 1861, martial law was declared, not just in the southern states but also the northern states. (Historical fact) you cannot have martial law to that degree in violation of the most important amendment to the constitution, the fifth amendment. If you read Lincoln's speech to congress in 1862, he specifically said, "all has to be sacrificed to preserve the Union." But the Union was nothing more than an artificial construct, a legal fiction called "the United states of America' that was titled and created by 13 colonies, then states. The Union had 18 powers to which it was restricted one of them was deadly, the territorial exclusion, and once it started functioning outside of those, in effect the constitution was suspended by the declaration of martial law, the Insurrection and Rebellion Act s of 1861, 1862, and 1863, which included the confiscation Act and conscription Act of 1863. Those laws remain on the books. (Title 50).

Following the victory in 1865, the United States of America was transformed into the United States. A lot of supreme court rulings from before that time, which stated that individual people were sovereign, meaning the power of the King, under a republic, which passes directly to the people, makes them sovereign as the King, and they owe no duty or allegiance to any court, or to volunteer any of their personal business, or to volunteer away their unalienable rights, which by the way was changed to inalienable rights under the corporate constitution. The change between

that and the rulings of the supreme court after Reconstruction in 1871, when the United States was incorporated in London, England, as a Federal corporation.

The federal district courts buy up all the state bid bonds. What happened in 1933, the governors pledged all the assets of the corporate states to discharge the liability of the corporate UNITED STATES. That's what the constitution was all about, that the states became accommodation parties to the national debt and in 1929 and 1933 when this was called in the governors met and turned over all the assets of the states to the UNITED STATES to help settle and close the national debts. The corporate states are generating income by writing bills of exchange on the defendant, person bankers for the violation of the state corporate statutes to turn over the proceeds of all the income to the feds to be applied to the settlement and closure of the national debt.

In 1933, which was the third most momentous event in our history. There was a meeting held in 1909, on Jekyll Island, the private retreat of J.P. Morgan. This meeting has been well documented. It was hosted by senator Nathan Aldrich grandfather of Abby Aldrich, the wife of John D. Rockefeller II. Also Paul Warburg was present, and representatives of all the Major Banks. They contracted with the United States, under the guise of CFR, to give the United States a 20-year moratorium on paying back its liabilities for debts incurred in the Civil War and the revolutionary War. They created at that meeting the Federal Reserve Banking Act. In effect, those were unpayable liabilities, and the Federal Reserve was authorized by agreement of the parties, to act as the representative of the banks, as the holding company, if the debts could not be repaid. Come 1929, the debts could not be repaid. All the gold was transferred from the banks in the basement of the Federal Reserve in New York and Canada and Germany, hundreds of millions of dollars in gold. In 1933, comes Roosevelt, who passed the Emergency Reserve

Banking Act. He began in March of 1933 by issuing an Executive Order that gave the impression that people-but was actually, United States persons-had to turn in all of their gold to the Federal Reserve Bank, and then congress passed HJR-192, which said all contracts which purported to have liabilities repaid in gold or silver, hereafter are null and void, all debts hereafter can only be discharged by whatever the currency is accepted by the United States (corporation) at the time. That means the debt remains on the books till money comes back-with the confiscation of all money and property in 1933, and having no more law, but existing under civil statutes, civil law, which is equity, Rule 1 of Federal Rules of Civil Procedure was changed in 1933, to combine law and equity as only one action. Under the Great Society Program in 1966, admiralty was combined with equity and law to be one action. Common law was eliminated, and fictions took over the business of commerce and law, and without that understanding they also had to operate as United States Persons.

H.J. Res 192, 73rd Congress, First Session, principally prior enrolled as Public Law, U.S. Statutes at large, Vol. 1 Public Acts, 3rd Congress, 2nd Session, Chapter 48, especially 48.48.112- This is the commercial remedy that the perpetrators were required to create to make their confiscation of private gold and hypothecated titles to private land and business holdings "legal". This remedy like the underlying surreptitious hypothecation of debt and claims against private property made by the officers of the United States of America, Inc. against the American National was never widely circulated or disclosed for obvious reasons. Unaware of how they'd been injured and abused by those obligated to act as their Trustees, the inhabitants of the land were equally unable to access this remedy, which was for the government corporation to literally pre-pay all debts owed by the foreign situs trust created to stand as sureties of the United States of America, Inc. The US Congress "resolved "to pay its debts in such a way that the secondary's- the presumed

co-signers on their loans, the foreign situs trusts named after American Nationals- would never be default, and in theory, the living American Nationals would never be dunned or otherwise impacted by their fraudulent semantic deceits and false claims.

In actual practice, the voucher and coupon system which should have been ubiquitously implemented never was, and the Internal Revenue Service, the agency responsible for both collecting taxes and dispensing credit owed individual accounts was split into two distinct and separate entities, the Internal Revenue Services operated by the Federal Reserve and the IRS operated by the International Monetary Fund, which colluded to confuse and defraud the living people, billing them "as if" they owed the tax bills and forcing them to pay the debts of the make-believe foreign situs trusts operated under their names using Federal Notes, a process that not only failed to pay the debts of these "fictional citizens" of the United states of America (Minor) but left the American Nationals even further in debt as a result of interest and service fees and import duties charged by the same banks.

U.S. Bankruptcy Act of 1933, especially Section 101 (11)- Declares the American People as creditors, the "United Sates" as the Obligor, or debtor. This establishes that the signatures of Americans were to be used as credit, but the "State "franchises of the United States of America, Inc, dba "United States", "State of Ohio", etc., and their Trustees, dba Secretary of the Treasury of Puerto Rico, Custodian of Alien Property, Comptroller of the Currency, etc., were to discharge all debts.

The Act of 1971, 41st congress, section 34, session 3, chapter 61 and 62. This Act establishes a separate Government for Washington D.C., the incorporation of the United States, an Ironclad territorial exclusion, authoring law strictly for Washington D.C., that applies to United States Persons, which were created in 1871 and also embellished in 1933, also known as legal fictions.

If there is no more constitutional money (gold and silver) how can the assumed judges and court administrators require me to pay court cost, court fines, debt or any other obligation? a Federal Reserve note is a promise to pay. How can the United States as a corporation operating under Statutory law or civil law, in a corporate venue, have sovereignty over a living Man, descendants of the creator of the corporation? How can I owe a debt, liability or obligation to the United States Corporate Court, which is an administrative entity? (a business or governmental unit) Title 26 sec. 7701 "United States Person includes an individual, a corporation. I am not the "Person, Defendant-Legal Fiction". I am a living man, the Paramount, first in-line creditor against the legal Fiction Debtor Defendant. I have an Exemption from all corporate statutes.

In 1938 following the Supreme Court case Erie Railroad v. Thompkins executives from the Roosevelt Administration called a meeting with the US Supreme Court Justice, Senior Judges from all the circuit and Appellate courts, and the most prominent lawyers of the times, and told them that the United States of America was bankrupt. They also told the legal professionals that because of this bankruptcy, they were to operate their courts ONLY in maritime jurisdiction, "Maritime and Admiralty courts". The courts of common Pleas operate exclusively as Maritime Courts and as in-house corporate tribunals.

Charles Townshend who passed The Townshend Act in 1767 and who was the Lord High admiral on the British Board of trade caused the American Revolution due to the High Tariffs, duties, imposts and excises imposed on the colonists on imports from London, England. The prison is a Repository Bank with Prisoners being the assets, collateral, or surety and their sentence represents the valued and marketable risk involved with materials, supplies and cost factors involved with the guaranteed performance, and payment relative to the bonds. This is termed assumed risk in insurance and represents a present peril, hazard, or danger of loss, due to

their dishonor and default judgment in court. That is why there is a Penal Sum or clause attached to each bond for non- performance and payment of the bonds. Since everybody on the Public or debt side is bankrupt or insolvent how can they assume a liability or risk? They can't that is why they have to look to the exempt Priority Private asset side of the accounting ledger to assume reinsurance or risk. You can't pay a debt or assume a risk with a debt instrument. This can only be done with Asset Collateral through goods [prisoners] under Mercantile civil and commercial law. Under title 18 Sections 513 (A) the term security as defined in the Electronic Fund Transfer Act under 916 (c) has been amended and moved to Title 15 Sections 78 (c) Subsection 10, where it says that any currency, note, draft, bill of exchange, or banker's acceptance which has a maturity at the time of issuance of not exceeding nine months, exclusive of days of grace, or any renewal thereof the maturity of which is likewise limited is not included in this definition of security. Acceptance 4. Black's Law Dictionary Eighth Edition a negotiable instrument, especially a bill of exchange, that has been accepted for payment. There are three elements of acceptance—1. Honor 2. Value 3. Consideration. An acceptance for honor is an undertaken not by the party to the instrument, but by a third party, for the purpose of protecting the honor of credit of one of the parties, by which the third party agrees to pay the debt when it becomes due if the original Drawee does not. This type of acceptance inures to the benefit of all successors to the party for whose benefit it is made. Also termed acceptance supra protest; acceptance for honor Supra protest. [cases: Bills and Notes key 71. C.J.S. Bills and Notes; Letters of credit section 37]. "Acceptance for honor supra protest' is an exception to the rule that only the Drawee can accept a Bill. A bill which has been dishonored by non-acceptance and is not overdue may, with the consent of the holder, be accepted in this way for the honor of either the drawer or an endorser (i.e., to prevent the bill being sent back upon the drawer or U.C.C. § 3-303 Value and

consideration (a)-(b). The definition of "negotiable instrument" defines the scope of Article 3 since section 3-102 States: "This Article applies to negotiable instrument." The definition is section 3-104 (a) (12), or "order", defined in section 3-103 (a) (8). A promise is a written undertaking to pay money signed by the person giving the instruction. Thus the term "negotiable instrument" is limited to a signed writing that orders or promises payment of money. Money is defined in section 1-201 (24) and is not limited to United States dollars. It also includes a medium of exchange established by the foreign government or monetary units of account established by an intergovernmental organization or by agreement between two or more nations. In Clearfield Trust Co. v. United States, 318 U.S. 363 (1943), the court held that if the United States is a party to an instrument, its rights and duties are governed by Federal Common law in absence of a specific federal statute or regulation. In United States, v. Kimbell Foods, Inc., 440 U.S. 715 (1979), the court stated a three prong test to ascertain whether the federal common law rule should follow the state rule. In most instances courts under Kimbell test have shown a willingness to adopt the U.C.C. rules in formulating Federal Common law on the subject. In Kimbell court adopted the priorities rules of Article 9. In 1989 the United Nations Commission on International Trade Law [UNICTRAL] completed a convention on International Trade Bills of exchange and International Promissory Notes. If the United States becomes a party to this convention, the convention will preempt state law with respect to International Bills of Exchange or Promissory notes that meets the definition of instrument in section 3-104 will not be governed by Article 3 if it is governed by the convention. That convention applies only to bills and notes that indicate on their face that they involve cross-border transactions. It does not apply at all to checks. Convention Articles 1 (3); 2 (1), 2 (2. Moreover, because it applies only if the bill or note specially calls for application of the convention, convention Article 1 there is little chance that

the convention will apply U.C.C. 3-104 (a)-(j). Instruments are divided into two general categories: drafts and notes. A draft is an instrument that is an order. A note is an instrument that is a promise. Section 3-104 (e). The term "bill of exchange" is not used in Article 3. It is generally understood to be a synonym for the term "draft". Subsections (f) through (j) define particular instruments that fall within the categories of draft or note. The term "draft", defined in subsection (e), includes a "check" which is defined in subsection (f). "check" includes a share draft drawn on a credit union payable through a bank because the definition of bank (section 4-105) includes credit unions. However, a draft drawn on an insurance company payable through a bank is not a check because it is not drawn on a bank. "Money orders" are sold both by banks and non-banks. They vary in form and their form determines how they are treated in Article 3. The definitions in Regulation CC section 229.2 of the terms "check': cashier's check", and Travelers check", are different from the definition of terms in Article 3. Certificates of deposit are treated in former article 3 as a separate type of instrument. In revised Article 3, section 3-104 (j) treats them as notes. There is some difference between the requirements of Article 3 and the requirements included in Article 3 of the convention on International Bills of exchange and International Promissory Notes. Most obviously the convention does not include the limitation or extraneous undertaking set forth in section 3-104 (a) (3), and does not permit documents payable to bearer that would be permissible under section 3-104 (a) (1) and section 3-109. See convention Article 3. In most respects, however, the requirements of 3-104 and Article 3 of the convention are quite similar. Bankers' Acceptance: Title 12 section 372 (a)-(h). Any limitations or restriction in this section based on paid up and unimpaired capital stock and surplus of an institution shall be deemed to refer, with respect to a United States branch or agency of a Foreign bank, to the dollar equivalent of the paid-up capital stock and surplus of the foreign bank, as

determined by the board, and if the foreign bank has more than the United States Branch or agency, the business transacted by all such branches and agencies shall be aggregated in determining compliance with limitation or restriction. Bills of Exchange have not been discontinued or done away with they are called drafts; Reserve requirements were waived under Title 12 section 3105. Prior to this on time deposit accounts [these are accounts where the funds cannot be withdrawn for a fixed period of time and then only after notice] were given an exemption as a reserve requirement and this exemption was used or tendered through a bill of exchange, and was one of the instruments for loaning money. What replaced the reserve requirements under time deposits, was the exemption as the principal on the private side. All monetized debt has to have a principal from which capital and interest circulates, this capital and interest is called accruals under GAAP. The Social Security Number on the front of the Social Security Card is assigned to the debtor or Estate, the red number on the back of the card is the exempt priority prepaid account number and is assigned to one of the 12 Federal Reserve Banks, designated by the letter in front of the number. There are 12 letters and 8 numbers after the letters. These letters designate which federal Reserve District or bank is handling the account, the 8 digit # is the account number, all charge backs should be to this bank and not the Secretary of Treasury, who is in reality the Secretary of Treasury of Puerto Rico. The office of the International Monetary Fund has replaced the office of the Secretary of Treasury of the United States. The whole problem and nothing else is that the public and national debt or deficit is not being redeemed on the public side through the exemption on the private side. This is the reason there is runaway inflation and wars in the public realms. The reason wars are fought is to kill or execute people to cancel the debt. Under Title 12 section 1811 and section 3104 [Insurance of Deposits] every demand deposit account including checking. Savings and credit card accounts

are insured under the FDIA [Federal Depository Insurance Act] through the FDIC [Federal Depository Insurance Corporation] Title 12 section 1811 (a). When they execute the debtor to eliminate the debt, they also collect the insurance money. THE CARTONA 297 Federal Reporter 1st series pg. 827. This case says you have to have an interest or lien before you can intervene with a claim in Admiralty under rule 24 of F.R.C.P. In the United States everything started with the civil war and the Insurrection and Rebellion Acts to August 6, 1861 and July, 1862, which are still law today under Title 50 sections 212,213, we have been under military, provisional, occupational government since 1861. This is why the United States has been divided into International Revenue Districts under Title 26 section 7621 by the president of the United States and is what the zip code designates. What Franklin Delano Roosevelt did in June of 1933, is he sold more Gold contracts than the Treasury had Gold, this created a marine peril or peril of the sea, because the run on the Treasury, due to the Foreign Gold contracts. To avert the apparent peril or loss of Gold in the Treasury. In admiralty any time cargo [gold] is sacrificed to avert the peril, everybody who is a passenger on the ship or vessel [the United States] has to pay for the loss or sacrifice through the doctrine of contribution. They had to insure or indemnify their losses through a maritime insurance Policy, they accomplished this through FICA [Federal Insurance Contribution Act], which is the insurance Policy under Social Security. Everybody who has a SS# is a Co-debtor or Co-surety for the loss of the Gold or money under Public Policy H.J.R.192 and Title 31 section 5118 (2) (d). Every State has passed or adopted the Joint-Tort-Feasors Act under the Doctrine of Contribution. This is basically all insurance, which is of Admiralty Maritime Law. Dawson v. Contractors Transport Corp., 467 F.2d 727. Cia. Atlantica Pacifica, S. A.A v. Humble Oil & Refining Co., 274 F. Supp. 884. These are cases on general average contributions. Grant Gilmore the co-author of the law of Admiralty wrote Article 9 of the U.C.C.

on secured transactions. Everybody is a Merchant at law under Article 2-104 (1), because they use commercial paper in their everyday transactions and hold themselves by occupation as having knowledge or skill peculiar to the practices or goods involved in the transactions or to which the knowledge or skill be attributed. This is why Title 26 section 6305 says "upon receiving a Certification from the Secretary of Health and Human Services, under sections 452 (b) of the Social Security Act with respect to any individual, the secretary shall asses and collect the amount certified by the secretary of Health and Human Services, in the same manner, with the same manner, with the same powers, and (except as provided in this section) subject to the same limitations as if such amount were a tax imposed by Subtitle C "The inference here is that the secretary is collecting an insurance premium as though it were a tax, because there is no money everything is insurance and you cannot pay a tax with a debt instrument. As Principals own, hold, and control both sides of the accounting ledger; the private, debit and asset side and the public, credit or debt side. An offender is defined or called a debtor in Admiralty maritime law, read the case of Continental Illinois Nat'l Bank & Trust Co. v. Chicago, R. I. & P. R. Co., 294 U.S. 648. Page 668 of this case a debtor is referred to as an offender. All of your state criminal statutes have this term in their statutes or codes. In Ohio it is in title 29 section 2951.07. "if the offender [debtor] under community control ABSCONDS or otherwise leaves the jurisdiction of the court without permission to do so, or if the offender [debtor] is confined in any institution for the commission of any offence, the period of community control ceases to run until the time that the offender [debtor] is brought before the court for its further action. "an absconding debtor is defined in Black's Law Dictionary 8th Addition as "A debtor who flees from creditors to avoid having to pay a debt. Absconding from a debt was formerly considered an act of Bankruptcy. "The word Absconds means "to depart secretly or suddenly, especially to

avoid arrest, prosecution, or service of process. 2. To leave a place usually, with another's money or property. Under Title 26 section 163 all prepaid interest is tax deductible. When you don't use your exemption in exchange for the debt or deficit they execute on you to eliminate the debt, in the prison or credit facilities as they are really called, this is called the death or debt penalty. Murder is a capital offense, and capital interest or accruals from you as the principal. An exemption is intellectual property under international law, if you don't use it, it becomes abandoned property and the corporations use it on a 1096 tax return as prepaid interest to get your deduction and pass the tax on to you. A tax is nothing but a return of capital and interest back to the principal that is why a return is called a tax return. This is what is paid every time you make a purchase at the retail level on a retail contract under the truth in lending if you look at 1099 OID [original issue discount] or 1099 INT [interest] or 1099 PTR [patron]. All merchandise is prepaid before it leaves the factory, what merchants are collecting at the retail level is a tax, capital, interest, accrual or revenue on you as the principal. They cannot execute on a contract under the common law, because there is no money that is why they have to do an exchange using your exemption for the debt to discharge, redeem or effectuate post settlement and closure of your account. This is why the banks never close your account after you have withdrawn all your money. When you are refused access to a credit card by alleged bad credit they [the bank] are making a claim on your account by using your exemption. They are assuming ownership of you as the principal; if they release the account they are giving you your deduction for the prepaid account as the principal. You only have what you lay claim to. Rights are defined under UCC 1-201 (34) as remedies. Your treasury Bill is exchanged for a treasury Bond making the Bill a future event or future contract. This comes from the Federal Reserve Report which says that 15 % of 100 = 85, 15 % of 85 = 72.25 and so on you get 666. Gold held in reserve is 15

% based on $100 deposit = 666, 20 % = 500 this commodities and 10 % = 1000 and Franklin Delano Roosevelt sold more gold contracts than the Treasury had gold and was the reason for the passage of the Federal Reserve Act and why they had to take Gold and Silver out of circulation to cover up the fraud. This is why they passed HJR 192 [Title 31 section 5118 2 (d) and goes into the 33 % that provides funds for funding the public municipalities. Some of the courts were called admiralty, others were called consular courts. The judges were called consuls and the code which they operated by was called consulate of the sea. These consuls were civil judges.

The district courts today possess the authority and jurisdiction as the Lord High admiral. The Lord High Admiral grants the office of Registrar of the Admiralty for life. In this country the clerks of the District courts of the United States are appointed by the courts respectfully in which they act, and hold their offices at will.

Definition of Admiralty: the jurisdiction exercised by United States courts over maritime contracts, torts, injuries and seizures, including cases arising on the navigable lakes and rivers. U.S. Const. Art. III, Sec. 2.

Since common law courts no longer exist, how could the trial court be operating in a judicial capacity, likewise the State, courts operate in trust law, based upon ecclesiastical cannon law, commercial law dealing with equity, since 1966 when admiralty was combined with equity and law in Rule 1 of the federal rules of civil procedure all courts are functioning in admiralty, according to the U.S. federal corporation's own statutes and rules and regulations, and their judicial rules, it is an admiralty court, 27 CFR 72.11, all crime is commercial. In Maritime, Canon: Only now can a judge cite for contempt, impose fines and jail time.

Absent a fully disclosed and actual Maritime contract entered in evidence and subjected by the court to examination and open discussion, no valid contract can be presumed to exist and no American estate or other vessel can be prosecuted under any Maritime or Admiralty Jurisdiction.

Therefore, the complaint must be sustained, and the defendants must prove jurisdiction beyond a reasonable doubt by canon of law. In the matter of the constructive trust 2017-CR-0566 (1) where is the Maritime contract. (2) Who or what is being addressed as the DEFENDANT. (3) Is the common Pleas Court a constitutional Entity, and if so, is it organized under Article 3 or Article 5? (4) Where is and what or who is the injured party named as PLAINTIFF (5) What Jurisdiction or authority does the Common Pleas (Corporation) or its officers/Agents have to address fraudulent claims to me the living man not UNITED STATES PERSON, furthermore the trial court lacks a delegation of authority.

There is no injured party where is the State of Ohio's injury the heading of the case stated STATE OF OHIO v. PIERRE R. TAYLOR.

As all Government Entities are alleged Private corporations and must be a creature of the United States constitution in accordance with Article I Section 8 and Article III Section 1 of the United States Constitution, and personal jurisdiction represents a restriction on judicial power as a matter of individual liberty. Ruhragas Ag. V. Marathon Oil Co., 526 U.S. 574.

I did not grant the trial court/state corporation or its agencies governmental agencies or agents personal jurisdiction.

It has been long established that the 14th Amendment limits the personal jurisdiction of State Courts, because a state court's assertion of jurisdiction exposes individual's to the states coercive power. Bristol-Myers Sqibb co V. Superior Court, 137 S. Ct. 1773.

Therefore, no governmental agency or agent may impose any sumptuary morals or beliefs on, me, nor shall any interference with the rights to my own conscience be permitted.

Article I Section 7 of the Constitution of the State of Ohio. Personal jurisdiction involves the substantial and substantive Due process rights of an individual. The Declaration of Independence, para. 2 (U.S. 1776, By Thomas Jefferson.

This consent is a matter of life and death, meaning it must be free and deliberate, formal and explicit, not simply implied, assumed, or presumed.

Personal Jurisdiction or jurisdiction is waivable by the individual's voluntary submission at an initial appearance or by a plea of not guilty. State v. Mbodji, 129 Ohio st. 3d 325.

I did not voluntarily submit to the courts assumed jurisdiction, Stephen wolaver made a plea on behalf of the defendant, I was kidnapped and forced by threat and gun point by corporate agents, violating my constitutional and civil rights.

Although Ohio courts are not bound by federal standing principles derived from Article III of the United States Constitution's "cases" and "controversies" requirement. Leppla v. Sprintcom, Inc., 156 Ohio App. 3d 498, 2004-Ohio-1309, ¶ 30, 806 N.E.2d 1019 (2d Dist.), citing Article III, Section 2, U.S. Constitution. However, Ohio courts generally adhere to the traditional principles of standing that "require litigants to show, at a minimum, that they have suffered '(1) an injury that is (2) fairly traceable to the defendant's allegedly unlawful conduct, and (3) likely to be redressed by the requested relief.'" ProgressOhio.org, Inc. v. JobsOhio, 139 Ohio St. 3d 520, 2014-Ohio-2382, ¶ 7, 13 N.E.3d 1101, quoting Moore at ¶ 22, citing Lujan v. Defenders of Wildlife, 504 U.S. 555, 560-61, 112 S. Ct. 2130, 119 L. Ed. 2d 351 (1992); see State ex rel. Walgate v. Kasich, 147 Ohio St. 3d 1, 2016-Ohio-1176, ¶ 23, 59 N.E.3d 1240 ("The test for Article III standing, like the test for common-law [standard] in Ohio, requires an injury in fact, causation, and redressability."). These three requirements are considered the "'irreducible constitutional minimum'" of standing. Moore at ¶ 22, quoting Lujan at 560. Standing doctrine assures respect for the Constitution's limitation of "[t]he judicial Power" to "Cases" and "Controversies." U.S. Const. art. III, § 2, cl. 1. At bottom, that doctrine reflects "concern about the proper — and properly limited — role of the courts in a democratic society." Warth v. Seldin, 422 U.S. 490, 498, 95 S. Ct. 2197, 45 L. Ed. 2d 343 (1975). The heartland of constitutional standing is composed of the familiar amalgam of injury in fact, causation, and redressability. See Lujan, 504 U.S. at 560-61.

For there to be such a case or controversy, it is not enough that the party invoking the power of the court have a keen interest in the issue. That party must also have "standing," which requires, among other things, that it have suffered a concrete and particularized injury. Hollingsworth v. Perry, 570 U.S. 693.

The over a million regulations and statutes and codes that the incorporated trust management organizations created for themselves and their employees and their "citizens" (United States Persons), not Americans, living Man and Women.

I affirm that this is true to the best of my knowledge and belief. Certified and Affirmed in my presence on this 17th day of November ,2022.

Notary Public

TERRA GRAY
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
05-04-2025
Recorded in
Butler County

pierre rahsaan: taylor

pierre rahsaan: taylor

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